



County of Solano
Standard Contract

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
2573

SUBJECT ACCOUNT:
2245

1. This Contract is entered into between the County of Solano and the Contractor named below:

KJELDTSEN, SINNOCK & NEUDECK, INC.

CONTRACTOR'S NAME

2. The Term of this Contract is:

July 28, 2015 through July 30, 2016

3. The maximum amount of this Contract is:

\$400,000

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A - Scope of Work

Exhibit B - Budget Detail and Payment Provision

Exhibit C - General Terms and Conditions

Exhibit D - Special Terms and Conditions

This Contract effective date is July 28, 2015.

Table with 2 columns: CONTRACTOR and COUNTY OF SOLANO. Contractor info includes KJELDTSEN, SINNOCK & NEUDECK, INC., Barry O'Regan, Principal Engineer, 1355 Halyard Drive, Suite 100, West Sacramento, CA 95691. County info includes Birgitta E. Corsetto, County Administrator, 530 Union Avenue, Suite 100, Fairfield, CA 94533. Includes signatures and approval stamps.

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

Rev. 1/25/12ad

**EXHIBIT A**  
**SCOPE OF WORK**

**CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

**A. Project Objectives**

Contractor shall perform all necessary travel, professional analysis, and work required for the consulting and planning services for the Solano County Delta Emergency Response Project ("Project"). Contractor will develop Flood Contingency Maps and Emergency Response Plans for all the Levee Maintenance Agencies (LMA) in the legal delta areas within the Solano County Operational Area (OA). LMA consists of a total of twelve agencies: Eleven Reclamation Districts (RD) and the Collinsville Levee District. These 12 agencies will collectively be identified as the Levee Maintenance Agencies (LMA) throughout this Contract.

The eleven Reclamation Districts (RD) in the legal delta areas within OA are identified below:

- 2068
- 2098
- 2104
- 2060
- 536
- 2093
- 2084
- 1667
- 999
- 501
- 1607 (portions of)

**B. Details of Performance**

**1. Reclamation District Flood Contingency Maps and Emergency Response Plans**

This phase will result in the creation of a series of local LMA emergency response plans that meet Water Code Section 9650 requirements.

**a. Identify Stakeholders and Organize a Project Management Team**

Contractor along with the County will organize a Project Management Team consisting of stakeholders and local agency representatives involved in flood control. Contractor will facilitate a kickoff meeting to brief the Project Management Team on the project goals, objectives and approach. Contractor will develop and provide the GIS mapping specifications, descriptions of final deliverables, and Project Master Schedule for review and concurrence by the Project Management Team.

- Contractor will deliver a written report on activities and an approved Project Master Schedule of Activities updated as necessary as the Project proceeds.

**b. Reclamation District Emergency Operations Plans (EOP)**

Contractor will organize and facilitate meetings with each LMA and other local agencies involved in flood control and response to identify response triggers, command protocols, and administrative procedures relevant to emergency response for each reclamation district. Contractor will provide guidance to reclamation district officials on the rationale for each requested procedure and its importance for flood response and potentially subsequent federal disaster assistance. Potential for a joint plan among several mutually interdependent districts will be determined.

- Contractor will deliver a draft written Emergency Operations Plan for each of the LMAs.

**c. Reclamation District Flood Contingency Maps**

Following completion of the written LMA EOP, Contractor will organize and facilitate meetings with each LMA and other local agencies involved in flood control and response to develop the LMA flood contingency map which serves as the hazard-specific annex to the LMA EOP in accordance with CPG101 guidance. Meetings will be held with appropriate local and State agencies to collect key decision-making, topographic, and critical infrastructure information for display on the completed map. Contractor will then work with stakeholders to confirm potential breach scenarios and related options for reducing floodwater extent, depth, or duration of floodwaters as well as LMA levee patrol, communications, and logistical protocols. The results of this bottom-up, vertically and horizontally integrated, joint planning process will be entered into the GIS map files.

- Contractor will deliver a draft Flood Contingency Map for each of the LMAs.

**d. Develop a comprehensive list of equipment and materials available for mutual aid in the Delta**

Based on the results of the LMA planning effort and additional Contractor research, a comprehensive list of equipment and materials available for mutual aid will be developed. In addition to type, quantity, and location of material, additional information on access and communications will be developed.

- Contractor will produce a comprehensive list of equipment and materials available for mutual aid in the Delta.

**e. Develop Final LMA Emergency Response Plan Approval**

Contractor will organize and conduct a final meeting of the Project Management Team to approve and adopt products produced under this final Project plan. Contractor will assist appropriate agencies with understanding the process for completing approval and adoption of final products to meet AB156 requirements.

- Contractor will deliver final flood emergency response plans and flood contingency maps for the LMAs.

**2. Solano Delta Region Evacuation Plan and Integration of Project's Final Products Into Solano County EOP**

Contractor will develop an evacuation plan that integrates evacuation where necessary with plans to maintain both efficient ingress and egress access to islands, maintain populations in safe but temporarily isolated areas, and improved methods for accounting for residents.

**a. Analyze Warning, Evacuation, and Resident Support Situation in LMAs**

Contractor will conduct an analysis of the number, locations, and type of residents in each LMA. Somewhat different approaches to supporting and protecting residents may be called for each LMA. This analysis will provide the basis for developing an approach by Solano County public safety agencies to respond to public needs during flood threats. The analysis will also include potential recovery needs for potential actual impacts on the County from floods (e.g., debris removal) and probable courses of action for evacuations.

- Contractor will provide written analysis of evacuation and resident support needs for LMAs based on tour, research, and interviews with residents and public safety agencies.

**b. Develop Draft Region Evacuation Plan and Route Maps**

Contractor will use information gathered and developed in section 1 relevant to public safety agency responsibilities, in conjunction with the section 2.a. analysis, to develop

the draft structure and content for the evacuation and routing maps to be produced. A key objective is to ensure that the public safety agency plan to support Delta residents with either in-place support or evacuation/rescue is effective and consistent with the LMA plans. Contractor will develop a draft plan that includes command and control protocols as well as information and cues to assist with the maintenance of ingress/egress to impacted Delta areas, resident in-place support, and evacuation/rescue, if needed.

Once this draft plan is developed, Contractor will facilitate a meeting with surrounding county emergency organizations to review and coordinate the draft Solano evacuation plan and LMA flood safety plans with corresponding plans in those counties. Evacuation, rescue, supply delivery, and other transportation/service provision issues which would benefit from cross-county coordination will be identified and coordinated.

- Contractor will provide a Draft Region Evacuation Plan and Routes to include provisions for potential in-place support of residents. The Plan will be coordinated with surrounding counties. Contractor shall be responsible for preparing meeting agendas, taking notes and preparing reports for all conference calls or meetings. Notes shall be prepared in typed form and the original furnished to County within five days after date of the conference/meeting for concurrence prior to distribution to all attendees. Reports shall include the following items at a minimum:
  - i. The date and place of the conference/meeting was held with a list of attendees. The roster of attendees shall include each attendee's name, organization, and telephone number.
  - ii. Description of all discussions and action items identified at the meeting.

**c. Develop Final Approval of Planning Products and Integration into Existing Plans**

Contractor will facilitate a meeting with stakeholders to perform a final review of draft planning products and establish agreement on the approval process. Contractor will then work with Solano OES to determine the manner of integrating final products into existing emergency plans and procedures.

- Develop an approved, and if needed adopted, final LMA emergency response plans and Solano County Delta Region Evacuation Plan and Route Maps. Establish procedures and a plan for integrating final products into existing Solano County emergency plans.

**C. Project Management**

Contractor shall assign a Project Manager. The Project Manager shall:

- Oversee the management of the entire project;
- Administer all instruction from the government and answer or obtain answers to all questions from the government during and after the work;
- Ensure all work is conducted in accordance with all federal, state, and local requirements; and,
- Ensure requested progress reports are submitted to the County.

**D. Progress Reports**

Contractor shall submit progress reports on a monthly basis to the County. The reports shall be submitted by the 5<sup>th</sup> of each month and may be included with the request for payment. The progress reports shall indicate work performed and problems incurred during the time period. The Contractor, under this contract, shall interpose no objection or restriction to the County's designation of another Contractor for the purpose of reviewing the adequacy and correctness of the work performed under this contract.

**E. Travel**

Contractor shall perform all necessary travel as part of the contract requirements, and the cost is included in the contract amount.

**F. Milestones and Schedule (based on calendar days)**

Begin All Work	Within 10 days of Contract effective date
Monthly Reports/Invoices	Monthly, by the 5th of every month
Project Activities and Schedule Report	Within 10 days of Contract effective date
Kick-Off Meeting	Within 10 days of Contract effective date
Emergency Operations Plans for LMA's	Within 65 days of Contract effective date
Flood Contingency Map for LMA's	Within 120 days of Contract effective date
List of Mutual Aid Equipment	Within 150 days of Contract effective date
Flood Response Plans and Maps	Within 190 days of Contract effective date
Evacuation Analysis and Support Needs	Within 250 days of Contract effective date
Evacuation Plan and Routes	Within 295 days of Contract effective date
LMA Emergency Response Plans and Delta Region Evacuation Plan and Route Maps	Within 340 days of Contract effective date

COUNT DAY	DATE	PERFORMANCE MILESTONE
1	7/28/2015	Effective date
10	8/6/2015	a) Begin all work b) Project activities & schedule report c) Kick off meeting
65	9/30/2015	Emergency Operations Plans for LMAs
120	11/24/2015	Flood Contingency Map for LMAs
150	12/24/2015	List of Mutual Aid Equipment
190	2/2/2016	Flood Response Plans & Maps
250	4/2/2016	Evacuation Analysis & Support Needs
295	5/17/2016	Evacuation Plan & Routes
340	7/1/2016	LMA Emergency Response Plans & Delta Region Evacuation Plan & Route Maps

**E. Solano County Property**

All materials gathered and developed in the performance of this work shall be the property of Solano County and shall not be used or distributed by the Contractor without specific permission the County's designated representative.

**F. Authorities**

No person other than the County's designated representative has the authority to make any changes to this contract that impact cost or schedule. Authority from the County's designated representative to the Contractor to make changes that impact cost or schedule will be in the form of an official, signed modification.

**G. Public Affairs**

The Contractor shall not make available to the news media or publicly disclose any data generated in the performance of this work. When approached by the news media, the Contractor shall refer them to the Solano County Public Affairs Office for response.

**H. Solano County RFP F-407-15**

Solano County RFP F-407-15 and the proposal provided by Kjeldsen, Sinnock and Neudeck, Inc. are incorporated in this Contract by reference.

**COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:**

- A. Appoint a project manager to coordinate project activities for the County and who will identify members for the Project Management Team. The project manager for the County will be the Office of Emergency Services Manager, Don Ryan at (707) 784-1616, and email address DLRyan@solanocounty.com;
- B. Assist with organizing the user and technical support personnel meetings; and,
- C. Ensure, to the best of its ability, that the Contractor is given access to the necessary documents, statistics, personnel and facilities.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. PAYMENT SCHEDULE UPON MILESTONE COMPLETION**

The total amount of the Contract shall not exceed \$400,000 for the term starting July 28, 2015 through July 30, 2016.

<b>Milestone Completed</b>	<b>Payment Schedule</b>	<b>Payment</b>
Emergency Operations Plans for LMA's	November 30, 2015	\$ 50,000
Flood Contingency Map for LMA's	December 30, 2015	\$ 50,000
List of Mutual Aid Equipment	January 30, 2016	\$ 50,000
Flood Response Plans and Maps	March 30, 2016	\$ 50,000
Evacuation Analysis and Support Needs	April 30, 2016	\$ 50,000
Evacuation Plan and Routes	May 30, 2016	\$ 50,000
LMA Emergency Response Plans and Delta Region Evacuation Plan and Route Maps	July 30, 2016	\$100,000
<b>TOTAL PAYMENT</b>		<b>\$400,000</b>

<b>COUNT DAY</b>	<b>DATE</b>	<b>PAYMENT SCHEDULE UPON MILESTONE COMPLETION</b>	<b>AMOUNT (\$)</b>
1	7/28/2015	Effective Date	
126	11/30/2015	Emergency Operations Plans for LMAs	\$ 50,000
156	12/30/2015	Flood Contingency Map for LMAs	\$ 50,000
187	1/30/2016	List of Mutual Aide Equipment	\$ 50,000
247	3/30/2016	Flood Response Plans & Maps	\$ 50,000
278	4/30/2016	Evacuation Analysis & Support Needs	\$ 50,000
308	5/30/2016	Evacuation Plan & Routes	\$ 50,000
369	7/30/2016	LMA Emergency Response Plans & Delta Region Evacuation Plan & Route Maps	\$ 100,000
		<b>TOTAL AMOUNT</b>	<b>\$ 400,000</b>

**2. METHOD OF PAYMENT**

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

**1. CLOSING OUT**

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

**2. TIME**

Time is of the essence in all terms and conditions of this Contract.

**3. TIME OF PERFORMANCE**

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

**4. TERMINATION**

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

**5. SIGNATURE AUTHORITY**

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

**6. WARRANTY**

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

**7. INSURANCE**

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, or employees.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance  
Contractor must maintain limits no less than:

- |  |             |   |
|--|-------------|---|
| (1) General Liability:<br>(Including operations, products and completed operations.) | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability:  | \$1,000,000 | per accident for bodily injury and property damage.   |
| (3) Workers' Compensation:   |             | As required by the State of California.   |
| (4) Employer's Liability:  | \$1,000,000 | per accident for bodily injury or disease.  |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- |                             |             |   |
|-----------------------------|-------------|---|
| (1) Cyber Liability:        | \$1,000,000 | per incident with the aggregate limit twice the required limit.   |
| (2) Professional Liability: | \$1,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insured's shall be at least as broad as that afforded to the first names insured.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and independent contractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

K. Coverage Period

Professional Liability coverage shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

**8. BEST EFFORTS**

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

**9. DEFAULT**

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

**10. INDEMNIFICATION**

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

**11. INDEPENDENT CONTRACTOR**

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

**12. RESPONSIBILITIES OF CONTRACTOR**

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial

transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

- (3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;
- (4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and
- (5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

**13. COMPLIANCE WITH LAW**

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	<a href="http://www.whitehouse.gov/omb/grants_circulars">http://www.whitehouse.gov/omb/grants_circulars</a>	
• Code of Federal Regulations:	<a href="http://www.gpoaccess.gov/CFR">http://www.gpoaccess.gov/CFR</a>	

**14. CONFIDENTIALITY**

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

**15. CONFLICT OF INTEREST**

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services

under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

**16. DRUG FREE WORKPLACE**

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

**17. HEALTH AND SAFETY STANDARDS**

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

**18. CHILD/ADULT ABUSE**

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

**19. INSPECTION**

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

**20. NONDISCRIMINATION**

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

**21. SUBCONTRACTOR AND ASSIGNMENT**

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that all its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

**22. UNFORESEEN CIRCUMSTANCES**

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

**23. OWNERSHIP OF DOCUMENTS**

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

**24. NOTICE**

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

**25. NONRENEWAL**

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

**26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

- (1) Cancel this Contract; or,
- (2) Offer a contract amendment reflecting the reduced funding.

**27. CHANGES AND AMENDMENTS**

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

**28. CHOICE OF LAW**

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

**29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained,

created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

**30. WAIVER**

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

**31. CONFLICTS IN THE CONTRACT DOCUMENTS**

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

**32. FAITH BASED ORGANIZATIONS**

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

**33. PRICING**

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

**34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES**

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

**35. DISBARMENT OR SUSPENSION OF CONTRACTOR**

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42

USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

**36. EXECUTION IN COUNTERPARTS**

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

**37. LOCAL EMPLOYMENT POLICY**

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

**38. ENTIRE CONTRACT**

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

**1. TERMINATION**

Notwithstanding Section 4 in Exhibit C, this Contract may be terminated by County or Contractor, at any time, with good cause, upon 10 days written notice from one to the other.

**2. DRUG FREE WORKPLACE**

Contractor shall execute the form attached as Exhibit "D-1".

**3. CHANGES AND AMENDMENTS**

Amendments that are not State approved vendor agreement amendments shall be submitted to the State for prior approval at least 30 days before the effective date of any proposed changes governing compensation, services or term.

**4. INFORMATION REQUESTS AND DISCLOSURE**

County shall be responsible for answering all public information requests. At County's request, Contractor shall assist County to ensure an accurate and timely response.

SOLANO COUNTY  
**DRUG-FREE WORKPLACE CERTIFICATION**

(rev-09/01/94)

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KJELDTSEN, SINNOCK & NEUDECK, INC.

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The Contractor or grant recipient named above certifies compliance with Government Code section 8355 in matters relating to providing a drug-free workplace. The above-named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code section 83355(a), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The person's or organization's policy of maintaining a drug-free workplace;
  - (c) Any available counseling, rehabilitation and employee assistance programs; and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement; and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

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**CERTIFICATION**

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I, the official named below, certify that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

  
Contractor or Grant Recipient Signature

6/30/15  
Date

BARRY O'REGAN  
Official's Name (type or print)

PRINCIPAL  
Title

942877535  
Federal Tax I.D. Number